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CLERK US DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

BY  DEPUTY

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

'08 CV 1239 DMS RBB

Timothy L. Bacino, an individual; and  
Susanne V. Bacino, an individual,

Plaintiffs,

v.

USAA Casualty Insurance Company; and  
Does 1 through 10, inclusive,

Defendants.

CASE NO.

COMPLAINT FOR:

1. DECLARATORY RELIEF;
2. BREACH OF CONTRACT;
3. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; and
4. NEGLIGENCE

AND DEMAND FOR JURY TRIAL

Plaintiffs Timothy L. Bacino and Susanne V. Bacino (collectively, "Plaintiffs") allege:

I.

THE PARTIES

1. Plaintiffs, husband and wife, are individual homeowners residing in the County of San Diego, State of California.

2. Plaintiffs allege on information and belief that Defendant USAA Casualty Insurance Company ("Defendant" or "USAA") is, and at all relevant times was, a corporation organized under the laws of Texas, with its principal place of business in San Antonio, Texas.

3. At all times relevant to this complaint, Plaintiffs were the named insureds under one or more policies of insurance issued by Defendant providing for, *inter alia*,

1 coverage for property loss at Plaintiffs' Solana Beach residence and defense and coverage for  
2 third party claims.

3 4. Based on information and belief, Plaintiffs allege that at all times relevant to  
4 this complaint Defendant has conducted business in California.

5 5. Based on information and belief, Plaintiffs allege that at all times relevant to  
6 this complaint, Defendant was a member of the class of persons and entities regulated, and  
7 intended to be regulated, by California Insurance Code § 790.03.

8 6. Based on information and belief, Plaintiffs allege that Defendant's  
9 representatives utilized personnel, agents and adjusters employed by and/or acting on behalf  
10 of itself, and identified themselves to Plaintiffs and dealt with Plaintiffs as representatives of  
11 Defendant. This complaint identifies Defendant and the representatives through which it  
12 has acted, as Defendant and/or USAA.

13 7. Based on information and belief, Plaintiffs allege that DOES 1 through 10 are  
14 persons, corporations or other entities which reside or are authorized to do and are doing  
15 business in the State of California. The true identities of DOES 1 through 10 are currently  
16 unknown to Plaintiffs and Plaintiffs therefore pray for leave to amend this complaint to assert  
17 their proper names when their identity is discovered. Plaintiffs are informed and believe,  
18 and on that basis allege, that each fictitiously named defendant is in some way responsible  
19 for, participated in, or contributed to the matter of which Plaintiffs complain.

20 II.

21 JURISDICTION AND VENUE

22 8. This Court has jurisdiction under 28 U.S.C. § 1332 because this is a dispute  
23 between a citizen of a state and a citizen of a foreign state and the amount in controversy  
24 exceeds \$75,000, exclusive of interest and costs.

25 9. Defendant has minimum contacts with California, and is subject to personal  
26 jurisdiction in California.

27 10. Venue in this district is proper under 28 U.S.C. § 1391 based on the  
28 following: (a) at all times relevant to the complaint, Defendant was a carrier, agent, or

1 broker engaged in the business of selling and/or placing insurance in the State of California;  
2 (b) the premises insured by Plaintiffs' policy of insurance with Defendant is located in this  
3 judicial district; and (c) a substantial part of the events or omissions giving rise to the claims  
4 occurred in this judicial district.

5 **III.**

6 **GENERAL ALLEGATIONS**

7 **A. The Insurance Policies**

8 11. At all times relevant to this action, USAA insured Plaintiffs under a  
9 Homeowners Insurance Policy, policy number CIC 00544 88 39 91A, (the "Homeowners  
10 Policy") covering Plaintiffs' home at 481 Santa Dominga, Solana Beach, California 92075  
11 (the "Premises"), and an Umbrella Policy, policy number CIC 00544 88 39 71U (the  
12 "Umbrella Policy"). The Homeowners Policy and Umbrella Policy may be referred to  
13 collectively as the "Policies."

14 12. Plaintiffs paid all premiums due under the Policies and performed all  
15 obligations and conditions required on their part to keep the Policies in full force and effect.

16 **B. The Insured's Claims Under the Policies**

17 13. On or about January 6, 2006, a termite fumigation company performed tenting  
18 and fumigation at the Premises. Unknown to Plaintiffs at the time, the pedestrian foot traffic  
19 on the roof—apparently required to perform the tenting and fumigation—dislodged roof tiles,  
20 thereby exposing the underlayment to the sun. Once exposed to the sun, over the next  
21 several months, the underlayment became brittle and cracked, thereby seriously  
22 compromising, if not entirely eliminating in at least some areas, the water-proofing  
23 functionality of the roof.

24 14. On or about January 10, 2006, Plaintiffs sold the Premises to new owners,  
25 Frank Tyneski and Valerie Breslow (the "Buyers").

26 15. In or about early April 2006, San Diego experienced seasonal rains. Because  
27 the roof at the Premises had been significantly damaged and compromised, water came  
28 cascading down through the roof into the interior of the Premises.

1           16. By not later than May 2, 2006, Plaintiffs notified USAA of the damage to the  
2 roof and interior at the Premises, and the fact that the Buyers were seeking compensation  
3 from Plaintiffs for the required repairs.

4           17. By letter dated May 25, 2006, USAA notified Plaintiffs that, because the  
5 **interior** water damage at the Premises did not occur until April 14, 2006, and USAA  
6 allegedly no longer insured the Premises as of that date, there was no coverage for the  
7 interior water damage. USAA informed Plaintiffs that it was "continuing to investigate the  
8 cause of the roof damage and the cost to repair the roof" and had "asked the new owner for  
9 permission to have an independent roofing company inspect the roof to determine the cause  
10 of the damage and the cost of repairs."

11           18. On or about June 12, 2006, USAA conducted an inspection at the Premises.  
12 In a letter dated June 22, 2006, USAA admitted to Plaintiffs that the "pedestrian damage to  
13 roof claim . . . **is covered** under your Homeowners policy." However, because, in USAA's  
14 faulty estimation, the roof could be repaired for less than the amount of Plaintiffs' deductible  
15 (\$2,500), USAA refused to reimburse Plaintiffs for the loss.

16           19. USAA's roof inspection and repair estimate were negligent, grossly  
17 inadequate, and nothing more than an attempt to repudiate its obligations under the Policies  
18 and minimize any expense to USAA.

19           20. For example, at the same time that USAA conducted its inspection and  
20 prepared its estimate, the Buyers obtained two separate independent roof reports stating the  
21 roof **could not be repaired and must be replaced**, at a cost ranging between \$18,332 and  
22 \$22,458.

23           21. By approximately August 7, 2006, the Buyers notified Plaintiffs that the roof  
24 required replacement, and contended Plaintiffs were responsible to pay the cost of  
25 replacement. The Buyers initiated mediation proceedings in accordance with the mediation  
26 provision of the purchase and sale contract for the Premises.

27           22. On or before August 7, 2006, Plaintiffs notified USAA that Buyers had asserted  
28 a claim against Plaintiffs arising out of the damage to the roof. Pursuant to the Policies,

1 Plaintiffs requested that USAA defend them at the scheduled mediation. USAA refused.

2 23. On July 5, 2007, Buyers sued Plaintiffs ("Buyers' Lawsuit") and sought  
3 damages including but not limited to the cost to replace the roof and their attorneys' fees.  
4 Plaintiffs promptly notified USAA of Buyers' Lawsuit and requested a defense and indemnity.

5 24. On July 16, 2007, USAA sent Plaintiffs a letter asserting now, for the first time,  
6 that "there may not be" coverage for the damage to the roof. USAA stated it would continue  
7 with the investigation or settlement of any claim or lawsuit resulting from the incident, but  
8 with a reservation of rights.

9 25. Then, three days later, on July 19, 2007, USAA notified Plaintiffs that it had  
10 concluded its investigation into Plaintiffs' request for defense and indemnity of the Buyers'  
11 Lawsuit, and determined "there is no coverage" under the Policies for the Buyers' Lawsuit,  
12 i.e., third party claims.

13 26. With respect Plaintiffs' first party claim for damage to the roof (which USAA  
14 had already admitted was a covered claim), USAA advised Plaintiffs by its July 19, 2007  
15 letter that "this will have to be reviewed again under the first party portion of your  
16 Homeowners Policy." To date, USAA has failed and/or refused to reimburse Plaintiffs for  
17 this **admitted** covered loss.

18 27. Plaintiffs have incurred damages in an amount exceeding the jurisdictional  
19 minimum of this court and to be proven at trial, including without limitation reasonable and  
20 necessary costs and expenses for losses covered under one or both of the Policies, and  
21 punitive damages.

22 28. USAA has failed and refused to reimburse Plaintiffs for their covered losses.

23 29. In response to Plaintiffs' claim presentation, USAA had a duty to:

- 24 a. Conduct a prompt, thorough, and competent investigation of the claim;  
25 b. Affirm or deny coverage within a reasonable time;  
26 c. Promptly pay benefits due under the Policies;  
27 d. Respond promptly to all communications from Plaintiffs;  
28 e. Refrain from engaging in acts causing further damage to the Premises;

1 and

2 f. Engage in or refrain from engaging in additional acts to be proven at  
3 the time of trial.

4 30. Despite the fact that Plaintiffs have complied with their obligations under the  
5 Policies, USAA has failed and refused to comply with its obligations as set forth in paragraph  
6 25, above.

7 IV.

8 CAUSES OF ACTION

9 FIRST CAUSE OF ACTION

10 (Declaratory Relief – Against All Defendants)

11 31. Plaintiffs incorporate by reference paragraphs 1 through 30 above as though  
12 set forth in full.

13 32. Pursuant to the Policies, USAA promised to reimburse Plaintiffs promptly for  
14 all covered losses occurring during the Policies' respective periods, and to provide a  
15 defense, at USAA's expense, if a claim was made or suit was brought for damages covered  
16 by Plaintiffs' liability coverage.

17 33. Plaintiffs have been forced to incur substantial expenses, including repair costs  
18 for property damage falling within the coverage of the Policies, and attorneys' fees and costs  
19 to defend against claims falling within the coverage of the Policies.

20 34. Plaintiffs have performed each covenant and/or condition required on their  
21 part in order to obtain a defense and reimbursement for claims and losses covered under the  
22 Policies, or have been excused from performance as a result of USAA's breach of its  
23 obligations.

24 35. A dispute has arisen between Plaintiffs and USAA. Plaintiffs contend, and  
25 USAA denies, that Plaintiffs were and are entitled to a defense, at USAA's expense, in the  
26 Buyers' Lawsuit; were and are entitled to be compensated for losses covered under the  
27 Policies; and were and are entitled to reimbursement of attorneys' fees and costs and other  
28 costs and expenses incurred as a result of USAA's failure to conduct a competent and

1 thorough investigation and its unreasonable denial of coverage.

2 36. An actual controversy exists between Plaintiffs and USAA regarding USAA's  
3 duties to compensate Plaintiffs for the losses covered under the Policies, and to reimburse  
4 Plaintiffs for the fees, costs and expenses incurred while seeking to obtain coverage under  
5 the Policies, which USAA has unreasonably denied. A declaratory judgment is necessary  
6 and appropriate to determine the rights of the parties under the Policies.

7 **SECOND CAUSE OF ACTION**

8 **(Breach of Contract – Against All Defendants)**

9 37. Plaintiffs incorporate by reference paragraphs 1 through 36 above as though  
10 set forth in full.

11 38. The Policies provide coverage for the loss and damage at the Premises and  
12 coverage and a defense for the Buyers' Lawsuit.

13 39. To date, USAA has failed or refused to pay any benefits due under the Policies  
14 for the property losses at the Premises or the defense costs incurred by Plaintiffs in the  
15 Buyers' Lawsuit.

16 40. USAA has breached its contractual duties under the Policies as set forth in the  
17 preceding paragraphs.

18 41. Plaintiffs have performed all obligations, covenants, and conditions required  
19 under the Policies except those for which their performance was excused.

20 42. As a direct and proximate result of USAA's breach of contract, Plaintiffs have  
21 suffered damages in an amount in excess of the jurisdictional minimum of this court, to be  
22 proven at the time of trial.

23 **THIRD CAUSE OF ACTION**

24 **(Breach of Implied Covenant of Good Faith and Fair Dealing – Against All Defendants)**

25 43. Plaintiffs incorporate by reference paragraphs 1 through 42 above as though  
26 set forth in full.

27 44. At all times material to this complaint, USAA, as a party to the Policies, had a  
28 duty and agreed to act in good faith and deal fairly with Plaintiffs. In purchasing the Policies

1 and thorough investigation of the losses, failing to take action to minimize and mitigate any  
2 further damage to the Premises, and failing to provide Plaintiffs a defense in the Buyers'  
3 Lawsuit.

4 51. Defendant's breaches as set forth above caused damage to Plaintiffs.

5 V.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

8 **ON THE FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF:**

9 1. A declaratory judgment that the terms of the Policies required USAA to  
10 compensate Plaintiffs up to policy limits for the reasonable value of covered losses, and for  
11 attorneys' fees and costs incurred in seeking to obtain the benefits owed under the Policies.

12 **ON THE SECOND CAUSE OF ACTION FOR BREACH OF CONTRACT:**

13 1. For compensatory damages according to proof.

14 **ON THE THIRD CAUSE OF ACTION FOR BREACH OF THE IMPLIED COVENANT**  
15 **OF GOOD FAITH AND FAIR DEALING:**

16 1. For damages, including without limitation attorney fees and costs expended in  
17 order to obtain the benefits to which Plaintiffs are entitled under the Policies, according to  
18 proof.

19 2. For punitive and exemplary damages according to proof.

20 **ON THE FOURTH CAUSE OF ACTION FOR NEGLIGENCE:**

21 1. For compensatory damages according to proof.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



1           **ON ALL CAUSES OF ACTION:**

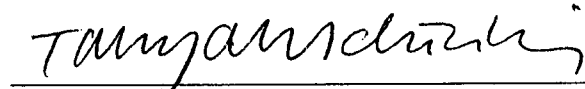
- 2           1.     For pre-judgment interest at the maximum allowable legal rate;
- 3           2.     For costs of suit incurred; and
- 4           3.     For other appropriate relief.

5     DATED: July 10, 2008

SOLOMON WARD SEIDENWURM & SMITH, LLP

6

7     By:



TANYA M. SCHIERLING  
Attorneys for Plaintiffs

8

9

10           **DEMAND FOR JURY**

11           Plaintiffs demand a jury trial of all claims triable by a jury.

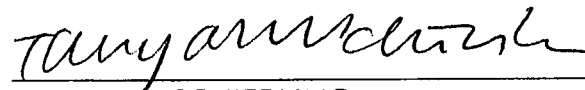
12

13     DATED: July 10, 2008

SOLOMON WARD SEIDENWURM & SMITH, LLP

14

15     By:



TANYA M. SCHIERLING  
Attorneys for Plaintiffs

## CIVIL COVER SHEET

JS 44 (Rev. 12/07)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

TIMOTHY L. BACINO, an individual; and  
SUSANNE V. BACINO, an individual

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Solomon Ward Seidenwurm & Smith, LLP  
401 B Street, Suite 1200

San Diego, CA 92101  
(619) 231-0303

## DEFENDANTS

USAA CASUALTY INSURANCE COMPANY; and DOES  
1 through 10, inclusive

FILED  
2008 JUL 10 PM 3:38  
CLERK US DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)  
NOTE: IN BANK CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

'08 CV 1239 DMS RBB

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motion to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. 1332

## VI. CAUSE OF ACTION

Brief description of cause:  
Bad faith denial of insurance coverage

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
 DEMAND \$

☐ CHECK YES only if demanded in complaint:  
 JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

July 10, 2008

FOR OFFICE USE ONLY

RECEIPT #

158884

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

CSDJS44

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 152884 - TC**

**July 10, 2008  
15:35:15**

**Civ Fil Non-Pris**

USAO #: 08CV1239

Judge.: DANA M SABRAW

Amount.:

\$350.00 CK

Check#: BC2184

**Total-> \$350.00**

FROM: TIMOTHY L. BACINO  
VS  
USAA